

PREDETERMINATION SETTLEMENT AGREEMENT

CP# 05-12-62583

HUD# 07-12-0534-8

PARTIES TO THE SETTLEMENT AGREEMENT:

RESPONDENTS

REDACTED

REDACTED

REDACTED

REDACTED

REDACTED

REDACTED

REDACTED

REDACTED

REDACTED

REDACTED

REDACTED

REDACTED

REDACTED

REDACTED

REDACTED

COMPLAINANT

LINDA ANN MATTIX

REDACTED

REDACTED

REDACTED

AND

IOWA CIVIL RIGHTS COMMISSION

400 East 14th Street

Des Moines, Iowa 50319

Description of the Parties:

Complainant Linda Ann Mattix alleged Respondents discriminated against her by wrongly accusing her of lease violations. Respondents deny having discriminated against Complainant, but agree to settle this

claim in the underlying action by entering into this Predetermination Settlement Agreement. Respondents own or manage the subject property, an apartment complex, located at **REDACTED**.

A complaint having been filed by Complainant against Respondents with the Iowa Civil Rights Commission (hereafter referred to as the Commission) under Iowa Code Chapter 216 and there having been a preliminary inquiry, the parties do hereby agree and settle the above-captioned matter in the following extent and manner:

Acknowledgment of Fair Housing Law

1. Respondents agree there shall be no discrimination, harassment, or retaliation of any kind against Complainant or any other person for filing a charge under Iowa Code Chapter 216; or because of giving testimony or assistance, or participating in any manner in any investigation, proceeding or hearing under Iowa Code Chapter 216; or because of lawful opposition to any practice forbidden under Iowa Code Chapter 216.

2. Respondents acknowledge that the Federal Fair Housing Act, as amended, makes it unlawful to discriminate against any person because of the person's race, color, religion, sex, disability, familial status, national origin, in the terms, conditions, or privileges of the sale, rental, lease assignment, or sublease of any real property or housing accommodation or any part, portion, or interest in the real property or housing accommodation or in the provision of services or facilities in connection with the real property or housing accommodation.

42 U.S.C. 3604(b).

Respondents also acknowledge that the Iowa Civil Rights Act, as amended, makes it unlawful to discriminate against any person because of the person's race, color, creed, sex, sexual orientation, gender identity, religion, national origin, disability, or familial status of such person in the terms, conditions, or privileges of the sale, rental, lease assignment, or sublease of any real property or housing accommodation or any part, portion, or interest in the real property or housing accommodation or in the provision of services or facilities in connection with the real property or housing accommodation.

Iowa Code § 216.8(1)(b).

Voluntary and Full Settlement

3. The parties acknowledge this Agreement is a voluntary and full settlement of the disputed complaint. The parties affirm they have read and fully understand the terms set forth herein. No party has been coerced, intimidated, threatened or in any way forced to become a party to this Agreement.

4. The parties enter into this Agreement in a good faith effort to amicably resolve existing disputes. The execution of this Agreement is not an admission of any wrongdoing or violation of law. Nor is the execution of this Agreement an admission by Complainant that any claims asserted in her complaint are not fully meritorious.

5. The parties agree the execution of this Agreement may be accomplished by separate counterpart executions of this Agreement. The parties agree the original executed signature pages will be attached to the body of this Agreement to constitute one document.

6. Respondents agree the Commission may review compliance with this Agreement. And as part of such review, Respondents agree the Commission may examine witnesses, collect documents, or require written reports, all of which will be conducted in a reasonable manner by the Commission.

Disclosure

7. The parties agree the Commission may disclose the terms of this Agreement so long as the Commission does not disclose the identities of Respondents.

Release

8. Complainant hereby waives, releases, and covenants not to sue Respondents with respect to any matters which were, or might have been alleged as charges filed with the Iowa Civil Rights Commission, the Office of Fair Housing and Equal Opportunity, Department of Housing and Urban Development, or any other anti-discrimination agency, and with regard to any and all other matters, subject to performance by Respondents of the promises and representations contained herein. Complainant agrees any complaint filed with any other anti-discrimination agency, including the Office

of Fair Housing and Equal Opportunity, Department of Housing and Urban Development, which involves the issues in this complaint, shall be closed as Satisfactorily Adjusted.

Fair Housing Training

9. Respondents agree to place the federal Fair Housing Poster (English and Spanish) in each of their rental or leasing offices in a conspicuous location, easily viewable to tenants and prospective tenants, within 30 days of Respondents' receipt of a Closing Letter from the Commission. Respondents also agree to send a statement indicating the necessary posters have been placed to the Commission, to the attention of Natalie Burnham, within 45 days of Respondents' receipt of a Closing Letter from the Commission.

Relief for Complainant

10. Both parties mutually agree Respondents will release Complainant from the terms of her rental agreement effective July 4, 2012. Respondents agree not to seek any monies from Complainant for terminating the rental agreement before its expiration date. Nothing in Respondents' files shall indicate the termination of the rental agreement was not mutual. A memo confirming the mutual termination and the applicable terms laid out in this agreement will be sent to the Commission, to the attention of Don Grove, Supervisor of Investigations, within fourteen (14) days of Complainant vacating the subject unit.

11. Respondent **REDACTED** agree to refund Complainant her deposit of \$200 in full. Respondents agree to make the check payable to Linda Ann Mattix. Respondents also agree to send the check to Complainant at the above address within seven (7) days of Respondents' receipt of a Closing Letter from the Commission. Respondent also agree to send a copy of the check to the attention of Don Grove, Supervisor of Investigations, within seven (7) days of receiving a Closing Letter from the Commission.

Complainant agrees she will not pursue recovery in small claims court or in any other process or proceeding regarding her rental deposit.

12. Respondents agree to rescind the "7 Day Notice to Cure" issued to Complainant on or about May 8, 2012. Respondents shall provide the Commission with a copy of documentation verifying this notice has been rescinded. This documentation will be provided to Don Grove, Supervisor of Investigations, within thirty (30) days of Respondents receiving a Closing Letter from the Commission.

Signatures on the following page (Page 5)

REDACTED, RESPONDENT

Date

REDACTED, RESPONDENT

Date

REDACTED, RESPONDENT

Date

REDACTED, RESPONDENT

Date

Linda Ann Mattix, COMPLAINANT

Date

Beth Townsend, DIRECTOR

Date

IOWA CIVIL RIGHTS COMMISSION

Estimated Monetary Value for Complainant: \$4,149